



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TEXAS 75202 - 2733

Office of the Regional Administrator

The Honorable Stevan Pearce  
United States House of Representatives  
Washington, D.C. 20510

Dear Congressman Pearce:

Thank you for your letter of September 13, 2016, to the U.S. Environmental Protection Agency (EPA) Region 6 regarding your concerns about groundwater sampling activities at the Homestake Mining Company Site. EPA is committed to working closely with our federal and State partners to address radionuclide contamination from the Homestake site and other sources in the San Mateo Creek Basin. This letter is intended to address your specific concerns and provide some additional background.

In your letter you seek clarification on why EPA is now undertaking further groundwater sampling after having approved groundwater cleanup standards for the Homestake Mining Company Superfund Site in 2006. You also reference the Nuclear Regulatory Commission (NRC) letter approving the cleanup standards in 2007. Your letter further states that since both the EPA and the NRC have approved the groundwater protection standards (GWPS) at the site, the new EPA actions appear to be duplicative and unnecessary, and poses several specific questions for EPA response.

As you may know, in 2009 EPA Region 6 and other tribal, state and federal agencies formulated a Five Year Plan to assess and address legacy uranium contamination in the Grants Mining District in northwestern New Mexico. The Five Year Plan focuses on legacy ground water contamination, as well as contamination in surface and subsurface soil and other environmental media. Among many other issues, EPA is attempting to address sources of radionuclide contamination in ground water through isotopic analysis to determine whether the origin is naturally occurring or anthropogenic, and if anthropogenic, whether it derives from mining or mill wastes. Groundwater sampling in the San Mateo Creek Basin and other parts of the Grants Mining District has yielded some unexpected discoveries: contamination in water wells that are the sole source of domestic-use water for the owners; potential contamination of naturally-occurring aquifers by an artificial (mine-water discharge) alluvial aquifer moving through the Basin; aquifer layers underlying the same surface location flowing in different directions due to complex geological features. Ongoing investigations are yielding new information about legacy uranium contamination in the San Mateo Creek Basin. The Homestake Mining Company Superfund Site lies at the southern-most part of the Basin. As EPA learns more about the area-wide ground water, some of the findings may call into question prior conclusions about the Homestake Site.

With that overall context, please refer to the enclosure for answers to your specific questions. If you have any additional questions, please contact me at (214) 665-2100, or your staff may contact Ms. Cynthia Fanning, Congressional Liaison, at (214) 665-2142.

Sincerely,

Ron Curry  
Regional Administrator

Enclosures (2)

cc: The Honorable Allison Macfarlane  
Chair, U.S. Nuclear Regulatory Commission

6SF-RL:APPAJI – CONTROL R6-16-001-2438 Pearce – Request for Info. Homestake Mining

for APPAJI 6SF-RL GA 10/6/16	ATKINS 6SF-RL BA 10/6/16	MEYER 6SF-R 10/6/16	TRAVIS 6RC-S 10/6/16	PEYCKE 6RC-S 10/6/16	PHILLIPS 6SF-D 10/6/16	EDWARDS 6SF 10/6/16
--	-----------------------------------	---------------------------	----------------------------	----------------------------	------------------------------	---------------------------



**Enclosure 1**  
**Answers to Specific Questions in September 13, 2016 Letter**

**1. Would you please provide my office with an explanation of the decision to conduct these groundwater sampling activities?**

As you may know, the site cleanup standards for radionuclides in groundwater and other media are premised in part on background levels of contaminants of concern where such background levels exceed federal or state standards. One of the background monitoring wells (DD) located upgradient of the Site has levels of uranium nearly five times as high as the federal drinking water standard. This well has been designated as one of nine background wells and the elevated levels of uranium have been established as the cleanup level by the NRC. In August 2014, residents who live near the Site and are part of the Bluewater Valley Downstream Alliance (BVDA) shared historical information with EPA from well drilling records dating back to 1960. These records were obtained by BVDA from the New Mexico Environment Department archived files. Based on the well drilling records, BVDA contended that historically there was no alluvial water at the Site and that contaminated water from the Site operations has impacted the background wells. BVDA and another advocacy group, the Multicultural Alliance for Safe Environment (MASE), engaged Dr. Tom Meyers, an independent consultant, to prepare a conceptual transport model of groundwater movement through the Site. Dr. Meyer's report (Conceptual Flow and Transport Model, March 2015) asserted that the conceptual transport model suggested that uranium contamination downgradient and upgradient of the Site is due to seepage from the Large Tailings Pile (LTP) and that the well (DD) used to represent background had been impacted by Homestake operations.

Based on BVDA's request in March 2015, EPA engaged the United States Geological Survey (USGS) to conduct an independent review of Dr. Meyer's report. The information presented by BVDA combined with data from EPA's groundwater investigation in the San Mateo Basin raised substantive questions about background levels of radionuclides and other constituents in groundwater at the Site. In its review of the report, the USGS acknowledged the plausibility of seepage contamination impacting the background well. The USGS recommended collecting multiple lines of evidence, including groundwater sampling and borehole geophysics, at select wells to test the hypothesis that uranium contamination upgradient of the LTP is due to mill tailings seepage from the Homestake Site rather than naturally occurring background conditions or impacts from other legacy mining or milling operations which operated to the north and upgradient of the site.

Based on the USGS recommendations, the EPA first requested Homestake to perform the sampling and provide supporting information for the relatively high uranium concentrations detected in the background well. Due to Homestake's reluctance to collect additional data, EPA made the decision to conduct the sampling and determine if the background well (DD) was impacted from seepage from the LTP.

**2. Who at the EPA is responsible for this decision for further sampling?**

The EPA Remedial Project Manager (RPM) is responsible for managing assessment and cleanup at the Homestake Site, utilizing the Site team (including in-house and outside technical specialists) to discuss the issues and make recommendations to the Superfund Division Director. The RPM can also draw



upon the findings of the EPA Region 6 Superfund Division Grants Mining District Team, conducting activities under the Five Year Plan.

**3. What is the intended goal for this decision for further sampling?**

The goal of this project is to determine the source of contamination in the background well. The EPA is trying to determine if the source of contamination is natural, legacy mining or impacted by Homestake operations. The integrated, field-based approach, between geophysical logging, contaminant profiling, and chemical signature identification is a comprehensive approach to obtaining additional lines of evidence in the identification of uranium background concentrations.

**4. Has EPA altered groundwater guidance?**

No, the EPA has not altered groundwater guidance recently that relates to the site issues.

**5. According to the Memorandum of Understanding between NRC and the EPA, which was established to avoid dual regulation of the Site, the NRC is the primary oversight agency for Homestake. Has EPA Region 6 openly cooperated with NRC's lead regulator for the Homestake remediation activities?**

Under the 1993 Memorandum of Understanding (MOU) between NRC and EPA (Enclosure 2), the NRC is the lead regulator for the byproduct material disposal area (LTP) reclamation and closure activities and EPA is responsible for ensuring that NRC cleanup activities meet CERCLA criteria at the Site. The EPA has been performing the current ground water investigation with transparency, including NRC, New Mexico Environment Department (NMED) and Department of Energy (DOE) in technical meetings with Homestake to discuss the groundwater issues. At NRC's invitation, EPA, DOE and NMED also participate in routine monthly technical site status teleconferences with Homestake.

**6. Has there been a change within the Memorandum of Understanding as to which agency is the lead regulator?**

Changes to the MOU in recent years at NRC's request did not change the roles established in the 1993 MOU, which are qualitatively different. NRC regulates the Homestake mill site, including closure activities, under the NRC License. As a remedial, not a regulatory program, the EPA Superfund role is to ensure that the Site (the area of contamination from the Homestake facility both inside and outside the NRC license boundary) meets Superfund cleanup standards so that it can be taken off of the Superfund National Priorities List once Site response is completed. While most of the requirements imposed on Homestake by NRC under the license and by EPA under the National Contingency Plan are the same, there are a few instances where the requirements are different.

## MEMORANDA OF UNDERSTANDING

D. The NRC's General Counsel has the final authority to provide legal interpretation of the Commission's regulations.

#### ***IX. Effective Date***

This Agreement will take effect after it has been signed by both parties.

#### ***X. Duration***

A formal review, not less than 1 year after the effective date, will be performed by the NRC to evaluate implementation of the Agreement and resolve any problems identified. This Agreement will be subject to periodic reviews and may be amended or modified upon written agreement by both parties, and may be terminated upon 30 days written notice by either party.

#### ***XI. Separability***

If any provision(s) of this Agreement, or the application of any provision(s) to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provisions to other persons or circumstances will not be affected.

For the U.S. Nuclear Regulatory Commission.

Dated: November 2, 1993.

James M. Taylor,

*Executive Director for Operations.*

For the State of Arkansas.

Dated: November 17, 1993.

Greta Joy Dicus,

*Director, Division of Radiation Control and Emergency Management, Arkansas Department of Health.*

59 FR 3740

Published 1/26/94

Effective 12/14/93

#### **Uranium Recovery Field Office**

**AGENCY:** Nuclear Regulatory Commission.

**ACTION:** Notice of signing of Memorandum of Understanding (MOU) between the Nuclear Regulatory Commission (NRC) and the Environmental Protection Agency (EPA) concerning the Homestake Uranium Mill.

**SUMMARY:** On December 14, 1993, the NRC and the EPA signed an MOU delineating agency responsibilities in regulating activities at the Homestake Mining Company's Grants Uranium Mill. The NRC has regulated activities at the site since June 1, 1986, under a source and byproduct material license

issued in accordance with title 10 of the Code of Federal Regulations, part 40. Prior to June 1, 1986, activities at the site were regulated under a license issued by the State of New Mexico in accordance with its status as an NRC agreement state. During the period of State regulatory authority, the Homestake site was placed on the EPA's Superfund National Priorities List at the request of the State. A copy of the MOU, which delineates agency responsibilities at the site, is printed following this notice.

FOR FURTHER INFORMATION CONTACT:  
Ramon E. Hall, Director, Uranium Recovery Field Office, Region IV, U.S. Nuclear Regulatory Commission, P.O. Box 25325, Denver, Colorado, 80225. Telephone: (303) 231-5800.

#### **MEMORANDUM OF UNDERSTANDING BETWEEN REGION 6 OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND REGION IV OF THE U.S. NUCLEAR REGULATORY COMMISSION FOR REMEDIAL ACTION AT THE HOMESTAKE MINING COMPANY URANIUM MILL IN CIBOLA COUNTY, NM**

##### **I. Purpose**

This document establishes the roles, responsibilities, and relationships between Region 6 of the U.S. Environmental Protection Agency (EPA) and Region IV of the U.S. Nuclear Regulatory Commission (NRC), hereinafter collectively referred to as the "Parties," regarding remedial action at the Homestake Mining Company (HMC) uranium mill in Cibola County, New Mexico. The Parties have overlapping authority in connection with this site and, consistent with the purposes of the March 16, 1992, interagency Memorandum of Understanding between EPA and NRC entitled "Guiding Principles for EPA/NRC Cooperation and Decision Making," this Memorandum of Understanding (MOU) will help assure that remedial actions occur in a timely and effective manner.

##### **II. Basis for Agreement**

NRC will assume the role of lead regulatory agency for the byproduct material disposal area reclamation and closure activities and EPA will monitor all such activities and provide review comments directly to NRC. The objective of EPA's review and comment will be to assure that activities to be conducted under NRC's regulatory authority will allow attainment of applicable or relevant and appropriate requirements under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"). 42 U.S.C. 9601 et seq., outside of the byproduct material disposal site. NRC will require the

Licensee to implement an approved disposal site reclamation plan which meets the requirements of 10 CFR part 40, Appendix A, as amended at 52 FR 43553 through 43568 (November 1987), "Uranium Mill Tailings Regulations; Ground Water Protection and other Issues," which conforms with EPA 40 CFR part 192, subpart D. EPA and NRC agree that the requirements of 10 CFR part 40, Appendix A, are the Federal environmental and public health requirements applicable or relevant and appropriate to the disposal site. EPA and NRC believe that conformance with 10 CFR part 40, Appendix A, will generally assure conformance with CERCLA requirements. However, each party will be responsible for assuring compliance with its specific regulatory requirements as discussed in this section. The parties believe that the U.S. Department of Energy or another responsible State or Federal authority will assume responsibility for long-term care of the byproduct material disposal site following remediation of the site.

##### **III. Background**

The State of New Mexico was responsible as an "Agreement State" for licensing and regulating uranium mills within the State until June 1, 1986, at which time, NRC reassumed this authority at the request of the Governor of New Mexico. Prior to this change, EPA had placed the HMC site on the National Priority List (NPL) of sites for response action under CERCLA. EPA's policy is to list only those uranium mills meeting criteria for placement on the NPL which are located in Agreement States, i.e., States which have entered into agreements with NRC pursuant to section 274 of the Atomic Energy Act of 1954, as amended, to regulate certain nuclear activities in a manner compatible with NRC's program. Mills in States where NRC has direct licensing authority have not been placed on the list. Although New Mexico is no longer an Agreement State insofar as uranium recovery operations are concerned and NRC has reassumed primary jurisdiction, the site was properly placed on the NPL and the physical conditions resulting in that placement are still present. After completion of the closure of the disposal area and other remedial measures undertaken in full compliance with 10 CFR part 40, Appendix A (the applicable Federal standards for disposal site reclamation), EPA, pursuant to 40 CFR parts 425(e) and 515(c)(3) and in consultation with the State of New Mexico, shall determine whether all required response actions with respect to the site have been implemented. Following such a determination, the site may be considered for deletion from the NPL.

## MEMORANDA OF UNDERSTANDING

### IV. Agreement

In order to achieve satisfactory cleanup of the HMC site, NRC and EPA agree to do the following:

1. The Parties shall cooperate with each other in the oversight of reclamation and remedial activity at the HMC site.

2. EPA will review the amendments to the site reclamation plan ("the plan") and will provide comments to NRC. NRC will review and, if necessary, require revisions to the plan to assure conformance to 10 CFR part 40, Appendix A, as amended, prior to approving the plan via license amendments. NRC will provide EPA with copies of all license amendments which affect the site closure plan prior to issuance for comment. If no comments are received within 30 calendar days, NRC will issue the amendment.

3. If EPA determines that remedial actions are deficient or unsatisfactory, then EPA shall provide notice to NRC of the deficiency. NRC shall assume the lead role for notification to HMC, except for such notification as EPA might statutorily be required to provide in certain events. The notification shall specify a time period within which regulatory compliance is expected to be achieved. Should compliance not be achieved in this time period, EPA will assume the lead for taking or seeking any enforcement action within its area of regulatory responsibility and NRC will assume the lead for any enforcement actions necessary within its area of regulatory responsibility. Both Parties reserve all rights under this MOU to take whatever actions are determined to be necessary, including the conduct of remedial actions within and outside the disposal area, in order to fulfill their regulatory requirements. In any event, no actions affecting site remediation will be taken by either Party without prior consultation with the other Party.

4. Both Parties shall appoint a facility coordinator who shall be responsible for oversight of the implementation of this MOU and the activities required herein. The facility coordinators shall be appointed by each Party within seven (7) days of the effective date of this MOU. Each Party has the right to appoint a new facility coordinator at any time. Such a change shall be accomplished by notifying the other Party, in writing, at least five (5) days prior to the appointment, of the name, telephone number, and mailing address of said facility coordinator.

5. The Parties will meet periodically at the request of either Party and at least

semiannually insofar as it is necessary to accomplish the objectives of this MOU. The facility coordinators should communicate with each other on a routine basis by telephone.

6. The Parties will provide technical advice and any necessary regulatory consultation to one another upon request.

7. The Parties will generally provide each other with copies of all official correspondence and documents related to remedial actions at the site. The Parties will also normally provide copies of other information upon request. In the event that one of the Parties does not wish to furnish certain specific information, documents, or correspondence to the other, then said material shall be identified to the other Party along with the reasons for withholding it.

8. Whenever notice or information is required to be forwarded by one party to another under the terms of this MOU, it shall be given by and directed to the individuals at the addresses specified as follows:

EPA: Director, Hazardous Waste Management Division (6H), U.S. EPA, Region 6, 1445 Ross Avenue, suite 1200, Dallas, Texas 75202-2733.

NRC: Director, Uranium Recovery Field Office, Region IV, U.S. Nuclear Regulatory Commission, P.O. Box 25325, Denver, Colorado 80225.

9. Routine communications may be exchanged verbally, in person, or by telephone between the Parties to facilitate the orderly conduct of work contemplated by this MOU.

10. EPA enforcement documentation provided under this MOU will be kept as exempt material by EPA and NRC, to the extent legally possible, according to the policies and procedures under 40 CFR part 2 and 10 CFR part 2.790, respectively.

11. The Parties shall notify each other of any pending visits to the HMC property which relate to the site closure plan. To the extent that they are otherwise authorized to do so, either Party and their consultants may, at their option, accompany the other Party on such visits.

### V. Agency Responsibilities

#### A. NRC Responsibilities

1. NRC will ensure that the owners/operators of the HMC uranium mill implement an approved reclamation plan that meets all relevant NRC requirements, including 10 CFR part 40, Appendix A, as amended. The reclamation plan will require HMC to assure long-term stability of the tailings, reduce gamma radiation to background

levels, and diminish radon exhalation to appropriate regulatory standards. If any part of such plan is not complied with by HMC, NRC will take whatever actions it deems appropriate to ensure compliance.

2. NRC will ensure that the owners/operators of the HMC uranium mill implement a compliance monitoring program for hazardous constituents that meets all relevant NRC requirements, including 10 CFR part 40, Appendix A, for the establishment of ground water protection standards and points of compliance. NRC will verify implementation by HMC of any required compliance monitoring and/or ground water corrective action at the HMC uranium mill site resulting from the establishment of ground water protection standards as soon as such is reviewed and accepted by NRC. If any ground water requirements are not complied with by HMC, NRC will take appropriate action to ensure compliance.

3. NRC will direct HMC to provide both Parties with copies of major work product submittals as they become available. Such work products will include a reclamation plan and any other plans and specifications for assessment, remediation, and monitoring, including all analytical data.

4. NRC agrees to provide EPA with progress reports on HMC's remediation, semiannually.

5. NRC will assist in the development of information to support EPA's deletion of the site from the NPL upon completion of the remedial action, if appropriate.

#### B. EPA Responsibilities

1. EPA will provide formalized review, consultation, and comment throughout the entire project.

2. EPA will review and provide comments on the various components of the reclamation plan, groundwater monitoring, and corrective action submittals, and other related documentation, within timeframes as agreed to between NRC and EPA. In the event that EPA determines that the implementation of the site reclamation plan, closure activities, and/or groundwater corrective action has not resulted in, or may not result in, cleanup conditions that meet applicable or relevant and appropriate requirements under CERCLA, then EPA may take whatever action it deems appropriate.

### VI. Dispute Resolution

In the event of a dispute between EPA and NRC concerning site activities, the



## MEMORANDA OF UNDERSTANDING

persons designated by each Agency as facility coordinators, or in their absence, alternate contact points will attempt to promptly resolve such disputes. If disputes cannot be resolved at this level, the problem will be referred to the supervisors of these persons for further consultation. The supervisory referral and resolution process will continue, if necessary to resolve the dispute, to the level of the Regional Administrators of NRC and EPA. Both Parties shall continue to maintain their respective rights or responsibilities under this MOU during the dispute resolution process.

### VII. Execution and Termination

This agreement shall take effect upon execution by EPA and the NRC. It shall remain in effect for the duration of the program addressed herein unless terminated by mutual agreement by the two Agencies; or this MOU may be terminated unilaterally if any of the conditions set forth below are present:

1. The planning or conduct of reclamation plan, closure activities, and/or groundwater cleanup actions fail to meet standards set forth in the Basis for Agreement (Section II) of this MOU.
2. The site is deleted from the NPL.
3. The site is turned over to the Department of Energy or other responsible State or Federal authority for long-term care.
4. Regulatory, statutory, or other events occur which make this MOU unnecessary, illegal, or otherwise inappropriate.

### VIII. Modification

The Parties may modify this MOU from time to time in order to simplify and/or define the procedures contained herein. Each Party shall keep the other informed of any relevant proposed modifications to its basic statutory or regulatory authority, forms, procedures, or priorities. This MOU shall be revised, as necessary, by the adoption of such modifications. The MOU should be reviewed on an annual basis by both the Director, Uranium Recovery Field Office, Region IV, NRC, and the Director, Hazardous Waste Management Division, Region 6, EPA, or their designated representatives.

### IX. Reservation of Rights

The Parties reserve any and all rights or authority that they may have, including but not limited to legal, equitable, or administrative rights. This specifically includes EPA's and NRC's authority to conduct, direct, oversee, and/or require environmental response in connection with the site, as well as the authority to enter the site and

require the production of information, within each of their own areas of responsibility.

### X. Severability

The nullification of any one or more sections or provisions of a section of this MOU, either by Agreement of the Parties or by Administrative or Judicial Action, shall not affect the other sections/provisions of this MOU.

Executed and agreed to:

Dated: December 14, 1993.

**James L. Milhoan,**  
*Regional Administrator, U.S. Nuclear  
Regulatory Commission, Region IV, Arlington,  
Texas.*

Dated: December 14, 1993.

**Joe D. Winkle,**  
*Regional Administrator, U.S. Environmental  
Protection Agency, Region 6, Dallas, Texas.*

59 FR 4729  
Published 2/1/94

### Joint Statement of Understanding Between Nuclear Regulatory Commission and Department of Energy on Implementing Energy Policy Act Provisions on Regulation of Gaseous Diffusion Uranium Enrichment Plants

**AGENCY:** Nuclear Regulatory  
Commission.

**ACTION:** Publication of Joint Statement of  
Understanding Between the Nuclear  
Regulatory Commission and the  
Department of Energy.

**SUMMARY:** The U.S. Nuclear Regulatory  
Commission (NRC) and the U.S.  
Department of Energy (DOE) have  
entered into a Joint Statement of  
Understanding which describes the  
roles of the DOE and NRC in  
implementing the Energy Policy Act of  
1992 provisions on the regulation of  
gaseous diffusion uranium enrichment  
plants. The text of the Joint Statement  
of Understanding is set forth below.

**FOR FURTHER INFORMATION CONTACT:** Mr.  
S. R. Ruffin, Office of Nuclear Material  
Safety and Safeguards, MS 4-E-4, U.S.  
Nuclear Regulatory Commission,  
Washington, DC 20555, telephone 301-  
504-2696.

Dated at Rockville, Maryland, this 26th day  
of January, 1994.

For the Nuclear Regulatory Commission.  
**Samuel J. Chilk,**  
*Secretary of the Commission.*

### Joint Statement of Understanding

By October 24, 1994, pursuant to Title XI of the Energy Policy Act of 1992 (the "Act"), the Nuclear Regulatory Commission (the "NRC") is directed to establish standards (the "standards") for regulation of the gaseous diffusion uranium enrichment facilities (the "facilities" or "GDPs") owned by the Department of Energy (the "DOE") in order to protect the public health and safety from radiological hazard and provide for the common defense and security. Title XI of the Act also specifies that NRC establish a certification process to ensure that the U.S. Enrichment Corporation (the "Corporation"), which is to lease the facilities from DOE, complies with the NRC standards. After NRC establishes the standards, the Corporation is required to apply at least annually to NRC for a certificate of compliance with the standards. The requirement for a certificate of compliance is in lieu of any requirement for a license for the facilities leased by the Corporation. The Act also provides that the Corporation may not operate the facilities unless the NRC makes a determination that the facilities are in compliance with the NRC standards to be established by October 24, 1994, or NRC approves a plan prepared by DOE for achieving compliance with such standards.

Title XI of the Act also provides that the NRC, in consultation with the Environmental Protection Agency (the "EPA"), shall review the operations of the Corporation to ensure that public health and safety are adequately protected. Further, Title IX of the Act provides the Corporation shall lease the gaseous diffusion facilities of DOE at Paducah, Kentucky and Portsmouth, Ohio for a six-year period, beginning July 1, 1993.

Pursuant to the Atomic Energy Act of 1954, as amended, including in particular the provisions of the Energy Policy Act of 1992 on regulation and certification as generally described above, NRC and DOE are issuing this joint statement of understanding (the "Joint Statement") to address matters relating to the process by which NRC will assume, and DOE will relinquish at the time and to the extent provided by law, responsibility for regulatory oversight under the Act for the DOE facilities leased by the Corporation as specified by the Energy Policy Act of 1992. In view of the explicit framework of the Act under which NRC is to assume responsibility for the radiological protection of the public health and safety and the common defense and security after NRC standards are established and become effective for that purpose, this Joint Statement of Understanding identifies certain responsibilities of NRC and DOE with respect to the process, provides for cooperation between NRC and DOE necessary to the successful implementation of the process, and serves such other purposes as may be related thereto.

In NRC requesting and DOE agreeing to supply information, DOE and NRC understand that the purpose is to help establish NRC's regulatory framework under the Act, not for NRC to establish oversight before NRC assumes regulatory jurisdiction over the facilities.

